BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICES: STORES AND PURCHASE DEPT: BENGALURU-027

Sub: Selection of the agency to provide Drivers for 50 Bolero Jeep to BMTC.
Tender No.BMTC/2024-25/SE0513

I. Scope of Work:

1) The Agency shall provide out-sourcing drivers for official Domestic Vehicles of BMTC as shown below:

Sl.No	Zones	No. of Drivers
1	East Zone	8
2	West Zone	8
3	North Zone	8
4	South Zone	7
5	North-East Zone	7
6	Central	6
7	North-West	6
Total		**50**

2) Education Qualification for the post of Driver to be outsourced:
   a) Must have passed 10thor Equivalent Examination
   b) Must be in possession of 2 years LTV license to drive Light Motor vehicle in Karnataka.

3) Age limit: The age of driver shall not be more than 50 years.

II. Period of Contract:

1) The period of contract will be for a period of **Eleven Months** from the date of work order.
2) The contract can be terminated by BMTC on 30 days advance notice by BMTC.

III. Terms and Conditions:

(1) BMTC will pay the total consolidated remuneration as mentioned below based on number of working days including weekly off (for every 6 working days eligible for one day weekly off).

Particulars	*Minimum wages (As per GOK Circular No.LWA 105/2022 Dt:01.09.2022)
Minimum Wages *	15,112.00
VDA	2223.60
TOTAL(A)	17335.60
ER-PF (13% on Rs.15,112/-)	1,965.00
ER-ESI (3.25% on Rs.15,112/-)	491.00
TOTAL(B)	2456.00
GRAND TOTAL (A+B)	19791.60
Less: Deductions	
EE-PF (12% on Rs.15,112/-)	1813.00
EE-ESI (0.75% on Rs.15,112/-)	113.00
Prof. Tax	200.00
Deductions Total (C)	2127.00
Net Total (A+B)-(C):	17664.60

***Apart from above the prescribed minimum wages, the agency shall mention the service charges separately.**

(i) Employer PF contribution should be credited to driver's PF account by the agency.

(ii) Agency shall not deduct any amount from Driver's pay apart from the above, other than the penalty imposed if any, by BMTC as scheduled in this tender.

(2) The drivers provided by the agency shall be as per circular dated 20/5/2024 received by the Government of Karnataka regarding implementation of **reservation** in outsource recruitment of the state government, at least 33% of women should be recruited in the outsourced recruitment within the quote of Schedule Caste/Schedule Tribe/Other Backward Classes.

(3) If the agency fails to provide Driver as per the agreement, Rs.1000/- (excluding 18% GST) per day per driver will be deducted from the service charges payable to agency besides invoking penalty clause.

(4) The drivers provided by the agency shall be subjected to driving skill test conducted by BMTC before deploying them on duty. The drivers who fail in the driving skill test will not

be considered. The Agency shall furnish a copy of the valid driving license of the each driver to the authority authorized by BMTC.

(5) The agency should supply the Drivers within 15days time after the receipt of the work order/Letter of Intent.

(6) Agency should provide skilled, sincere and dedicated experienced drivers with clear antecedents and ensure that the drivers possessed prescribed qualification and experiences. It is the sole responsibility of the agency to provide adequately experienced drivers with valid license required for discharging the expected duties. At any point of time, if BMTC concludes that the outsourced driver is falling below the standards, BMTC reserves the right to insist for immediate replacement of that driver. Police verification certificate for each candidate to be obtained and NOC has to be submitted.

(7) The agency shall ensure that the drivers have passed a medical examination by registered medical practitioner certifying that they are fit for driver duties for which they are engaged.

(8) The agency shall submit to BMTC the personal details such as name, address (temporary and permanent), telephone number, Aadhaar number/voter ID, e-mail (if they have a mail ID) of the deployed candidate along with photo copies of educational qualifications. If necessary, original certificates shall be produced on demand by BMTC for verification purpose.

(9) The agency shall maintain personal register of each driver. It will be the sole responsibility of the agency to verify the antecedents of the drivers engaged by them.

(10) The agency or their drivers shall not carry any hazardous explosives, ammunitions or engage in any criminal/anti-social activities. The agency shall not deploy any drivers who are involved in any criminal/anti-social activities etc. and

BMTC shall not assume any responsibility or liability for violations of the Law.

(11) In the event of default on part of the agency to provide requisite number of drivers during the period of contract, the contract will be terminated by issuing 30 days' notice and entrusted to another agency/ firm at the risk and cost of the defaulting agency/firm.

(12) The drivers shall report for duty within the time instructed by concerned official.

(13) The agency shall not change the drivers without the consent of BMTC.

(14) The deputed drivers shall adhere to appropriate guidelines on personal cash as per the BMTC regulations and shall not be involved in any malpractices that damage the image of BMTC.

(15) The Agency will keep sufficient number of drivers as standby at their disposal to ensure daily services of required number of drivers as mentioned above so as to provide substitute drivers in case of sudden absence of scheduled driver to avoid disruption for the duties of the concerned officials. The agency shall provide drivers for all days in the calendar month.

(16) The agency shall issue a valid identity card and uniform to each of the driver provided by them within 7 days of deployment. The identity card so supplied shall bear the name, designation, signature, attested copy of photograph, age, blood group and mobile number of the driver. The agency shall ensure that these employees always wear their valid identity card while on duty.

(17) The drivers of the agency shall at all-time take steps to ensure and protect the interest of BMTC and render professional services with utmost sincerity, integrity, honesty, devotion and diligence.

(18) The agency shall ensure that the drivers deployed by them wear proper uniform with shoes as prescribed by BMTC.

(19) The drivers shall enter the trip details in the log book and get attestation from the authorized officer in BMTC and submit the same in the Depot every month.

(20) The agency shall ensure that the drivers deputed to duty shall not be under the influence of alcohol. Neither the drivers shall smoke nor use mobile phones while driving. In the event drivers deployed are found to be working under the influence of alcohol, intoxication or indulging in undesirable activities or smoking/using mobile phones while driving will be liable to be discontinued and new drivers shall be deployed as replacement.

(21) The agency shall provide such number of drivers as required by BMTC as per the schedule given by the authority authorized by BMTC. Further, the BMTC reserves the right to decrease or increase the number of personnel per day as and when required. If at any time, BMTC finds that any number of Drivers is not required, it reserves the right to intimate the agency to reduce the number of drivers as per its requirement by giving 7 days of notice.

(22) The working hours shall be based on the 8 hours duty. If a driver has worked for more than the 8 hours, wages shall be paid as per Government order.

(23) The agency shall replace any driver falling sick, injured, proceeding on leave or removal at no additional cost.

(24) The agency should disburse the take home remuneration to the drivers deployed to BMTC on or before 5th of succeeding month from their own funds/resources without fail, through electronic clearing system (ECS) / through cheque and shall mandatorily enclose copy of Bank statement along with the bills for claiming reimbursement.

Example for submitting bills for payment:

Sl No.	Particulars	Scheduled Date

1	Remuneration Bills for the month of Aug-2024, payable in Sep-2024 to be submitted to BMTC	10th Sep-2024
2	Proof of PF & PT remittance for the month of July-2024.	10th Sep-2024
3	Bank statement for having remitted remuneration to the drivers for the month of July-24	10th Sep-2024

(25) BMTC will deduct applicable TDS as per the existing rules, Act(s) and notification from time to time.

(26) BMTC is introducing various technological initiatives such as, VTS (Vehicle Tracking System), AVLS (Automatic vehicle location system) etc,. The agency shall ensure that the drivers supplied by them are well trained in this and will use those tools as per the policy of BMTC.

(27) Agency shall maintain Management Information System (MIS) in consultation with the BMTC.

(28) This contract shall not be considered as an appointment in any regular scale of pay or shall not be intended to give raise to any claims whatsoever as to appointment in BMTC.

(29) Any compensation payable as per 'Employee Compensation Act, shall be borne by the agency.

(30) The Agency shall be liable to the orders / Notifications / Circulars with regard to contract labours under the different labour acts which are/will be notified by the Government from time to time.

(31) Agency shall comply with all terms / obligations including record maintenance as per Contract Labour (Regulation and Abolition) Act, 1970 and The Workman Compensation Act, 1923 and applicable laws relating to the activities of the agency.

(32) Agency shall be incorporated under the 'Shops and Commercial Establishment Act 1961' adhering to all State / Central Government laws / Acts under contract Labour Laws.

(33) The Agency alone will be responsible for disbursing contribution towards PF and other benefits to the concerned

Government Authority as per Labour laws and the BMTC shall not be liable for any claims or disputes arising between agency & its employees.

(34) The drivers of the agency shall be covered under the Minimum wages Act, PF and other applicable Acts and Rules.

(35) The agency shall be liable for any kind of violations of applicable laws, rules and regulations.

(36) The agency will not do anything, which might cause any breach or infringement of the laws and regulations.

(37) Notwithstanding anything contained in this tender, the agency shall be liable for any negligence or willful default of the drivers provided by the agency in connection with the contract.

(38) Agency shall provide sufficient number of supervisors for interaction and co-ordination with the Depot level management and other related jobs. However, no remuneration will be paid to the supervisors separately by BMTC.

(39) At present the Bolero Jeep is covered under comprehensive insurance. In case of any damages done by outsource driver and if the claim amount is less than the actual damage cost then the difference in these amounts has to be beared by the outsourcing agency

(40) Cases involving accident, the agency is solely responsible to produce the driver and relevant documents to courts/police station/any authorities and any other legal procedures. Motor Vehicle claims will be borne by BMTC.

(41) The agency shall be responsible for any act of theft / fraud committed by their drivers, during the currency of contract.

(42) If the agency fails to meet the obligations under this agreement for any reasons within the control of agency, BMTC may give notice to the agency of the default, requiring them to rectify/remedy as soon as possible within the

maximum period of 15 days. In the event that the agency fails to rectify/remedy within 15 days to the satisfaction of the BMTC, then BMTC shall be entitled to terminate the agreement by notice in writing at the risk and cost of the agency, besides forfeiting / realizing Security Deposit.

(43) Any notice to be given by either party to the other party shall be in writing may be sent through registered post or by personal service with due acknowledgment.

(44) The address of the parties for service of such communication shall be as intimated in writing from time to time.

(45) The agency shall be bound to bear the cost of defense of every suit, action for other legal proceedings that might be brought to any person for injury sustained due to non-compliance of the above provisions and to pay damages and costs which may be awarded in any such suit, due to fault of the drivers engaged by them, action or proceedings to any such person or which may with the consent of the agency be paid in connection with any compromise or claims by such person.

(46) The agency shall be liable for payment of fines/punishment imposed by the concerned authorities for violation of traffic rules/ regulations/ provision of law. The same shall be recovered from the bills payable to the agency or from the security deposit.

(47) **Any employees Dismissed / removed from services of any State Road Transport Corporations shall not be deployed by the agency.**

(48) The agency shall provide the following details along with the invoice claiming manpower charges for the month on or before 10th of succeeding month:

a) Attendance sheet of all the drivers duly signed by the reporting officer of BMTC for payment of remuneration from the agency.

b) Documentary proof of previous month salary remittance i.e. copy of bank statement.

c) Proof for having deposited the PF (both employer and employee contribution) for the previous month to the appropriate authorities. Copies of ECR & Form 12A submitted to the Employees Provident Fund Organization.

d) Proof for having paid the Professional Tax deducted from the salary of drivers for the previous month to the concerned department.

e) Proof for having credited the GST claimed in the Invoice for previous month and paid by the Client to the Central Government Department.

f) Proof for having credited the TDS amount if any deducted from the salary of drivers for the previous month to the Income Tax Department.

g) Any other proof sought by BMTC.

(49) The agency shall be liable to make payment to all the deployed drivers and shall comply with the labour laws. If BMTC is held liable as 'principal employer' to pay compensations / contributions / less payment of wages etc, under any Act or court decision in respect of the drivers deputed by the agency, then the agency shall discharge such liabilities on their own and if any payment is made by BMTC by way of such liabilities the same shall be recovered from the bills payable/security deposit of agency under the contract. If any proceedings are initiated during the period of contract and not concluded before the termination of contract, security deposit to that extent will be withheld till conclusion of such proceedings.

(50) BMTC will not be responsible for non-payment of any of the statutory liabilities to the drivers deployed by the agency. Proof of such payment to be furnished to the concerned authority authorized by BMTC.

(51) Every effort would be made by BMTC to ensure that the payment to the agency is made within 30 working days of the submission of the Invoice, which should be complete in all respects and supported by the documents as detailed above. Incomplete invoice and those not supported by stipulated documents will be returned for compliance before payment. Under such circumstances, the agency shall be solely

responsible for any delay. Any delay in payment of the invoice provided by the agency shall not be an excuse for making delayed payment to the drivers. The agency should have sufficient financial resources to meet such exigency for such period.

(52) The Agency should not appoint sub-contractor. If the Agency is found to have appointed the sub-contractor, the contract will be terminated and blacklisted.

(53) If the Agency desires to terminate the contract, the same may be done by issuing 90 days prior notice.

(54) The Agency shall appoint a liasoning officer to co-ordinate with BMTC.

IV. Penalty Clauses:

Sl No	**Type of deficiency in service**	**Periodicity of complaints in a month**	**Penalty to be imposed on the agency (excluding 18% GST)**
1	Misbehavior with the BMTC Staff/ Officials of BMTC by the Driver	1st time	Warning notice
		2-5 times	Rs. 200 Recovery on each occasion
		Same is repeated for more than 5 times	To replace the Driver
2	Lowest fuel economy / (KMPL) as against the KMPL fixed for jeep.	1st time	Warning notice
		2-5 times	Rs. 200 Recovery on each occasion
		Same is repeated for more than 5 times	To replace the Driver
3	Any Vehicle abuses or rash driving resulting in damage to the vehicle or its parts.	Cost of damages will be recovered from agency monthly Bill / Deposit	
4	Any other Traffic Violations identified by traffic police.	Shall be dealt as per the Corporation's existing norms and police fines to be borne by agency.	

PS: Any other penalties prescribed in the agreement.

V. <u>Premature termination of the contract:</u>

a) If the services of the drivers deployed by the Agency are not found satisfactory and if any one of the conditions of the contract agreement is violated, the BMTC reserves the right to terminate the contract prematurely at any time or stage during the period of contract, by giving 30 days prior notice in writing

without assigning any reason and without incurring any financial liability whatsoever to the agency.

b) If the manpower supply agency does not confirm to the terms and conditions and fails to depute drivers as per the schedule of deployment, the BMTC reserves the right to terminate the contract prematurely besides debarring such agency for a period of 02 years.

c) In case, any dispute arises, the same shall be tried in the jurisdictional courts at Bengaluru only.

VI. **Force Majeure:** The parties to this agreement cannot be responsible for any failure of performance or delay in performance of their obligations there under if such failure or delay shall be the result of any Government Directive relevant to this agreement or due to war, hostilities, act of public enemy, riots or civil commotions, fire, floods, epidemics or act of God, compliance with any Government or local authority or any other cause or causes beyond the control of the parties hereto.

VII. **Dispute Resolution:** Any dispute arising between the parties with regard to terms and conditions be referred to the Managing Director, BMTC and parties will be bound by his/her decision which shall be final.

VIII. **Agreement:** The successful bidder shall enter into an agreement with Chief Traffic Manager (Operation), BMTC duly incorporating terms and conditions as per the tender.

IX. **Confidentiality:** The Agency and their drivers shall not, either during period of the contract, disclose any proprietary or confidential information relating to the services, agreement or the BMTC's business or operations without the prior consent of the BMTC. The legal liability for breach of confidentiality by the Bidder and its drivers solely lies with the agency.

Controller of Stores and Purchases (Tender Inviting Authority)